



CITY OF HOUSTON

REQUEST FOR PROPOSALS (RFP) REPROCUREMENT

Houston Airport System Food and Beverage
Concessions - Package One (William P. Hobby Airport)
SOLICITATION NO.: T32496

Date Issued: September 30, 2022

Pre-Proposal Conference: October 7, 2022 @ 10:00 A.M. (DST)
Microsoft Teams Meeting
Join on your computer or mobile app
([Click here to join the meeting](#))
Or call in (audio only)
Conference Number: +1 936-755-1521
Conference ID: 947 169 111#
(Please mute your phone for the duration of the call)

Pre-Proposal Questions Deadline: October 10, 2022 @ 2:00 P.M. (DST)

Solicitation Due Date: November 1, 2022 @ 4:00 P.M. (DST)

Solicitation Contact Person: Valerie Player-Kaufman
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Project Summary: This is for a ten (10) year contract term for the Houston Airport System Food and Beverage Concessionaire Program at the William P. Hobby Airport.

NIGP Code: 905-34, 905-36

ACDBE Participation: 30%

DocuSigned by:

A blue ink signature of Jedediah Greenfield.

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Jedediah Greenfield, Interim Chief Procurement Officer

10/3/2022

Date

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PART I – GENERAL INFORMATION

1.0 General Information

The City of Houston (“City”) is currently seeking proposals (“Proposals”) from food and beverage Concessionaires to develop and operate food and beverage concessions at the William P. Hobby airport.

The RFP is for Package One only. Any firm that was already awarded Package Two pursuant to RFP T31149 is not eligible to participate in this procurement.

2.0 City of Houston Background

HAS operates the City of Houston’s three major airports: George Bush Intercontinental Airport/Houston (IAH), William P. Airport (HOU) and Ellington Airport (EFD. Management of the airport system includes coordination with the FAA, air carriers and other Federal and State agencies to maintain the highest standards of services and safety to airport patrons. Food and beverage

3.0 Texas Public Information Act

All information submitted to the City is subject to the provisions of the Texas Public Information Act (TPIA), located in Chapter 552 of the Texas Government Code. Proposers may mark any information submitted, including their financial information, as confidential, trade secret, proprietary, or any other designation of choice. The City will notify any proposer should their information be requested under the TPIA and proposers will have an opportunity to assert their own arguments to the Texas Attorney General as to why their information should be excepted from public disclosure.

4.0 Solicitation Schedule

Listed below are the important dates for this Request for Proposals (RFP).

<u>EVENT</u>	<u>DATE</u>
RFP Issuance	September 30, 2022
Pre-Proposal Conference	October 7, 2022
Deadline for Questions	October 10, 2022
Solicitation Due Date	November 1, 2022
Notification of Intent to Award (estimated)	December 21, 2022
Council Agenda Date (estimated)	January 18, 2023
Contract Start Date (estimated)	January 20, 2023

PART II – SCOPE OF WORK AND TECHNICAL REQUIREMENTS

1.0 GENERAL OVERVIEW

1.0.1 OUR MISSION

- 1.0.1.1 We exist to connect the people, businesses, cultures, and economies of the world to Houston.

1.0.2 OUR VISION

- 1.0.2.1 Establish the Houston Airport System as a five-star global air service gateway where the magic of flight is celebrated.

- 1.0.3 Qualified parties are invited to submit proposals to develop and operate food and beverage concession locations at William P. Hobby Airport: Food and Beverage Package One.
- 1.0.4 The goals of the concession program are to:
 - 1.0.4.1 Provide five-star food and beverage services, showcasing Houston concepts, at reasonable prices to travelers and Airport users;
 - 1.0.4.2 Provide innovative facility designs that complement the design of the terminal;
 - 1.0.4.3 Provide business opportunities for Airport Concession Disadvantaged Business Enterprises ("ACDBE");
 - 1.0.4.4 Optimize concession sales and airport revenues; and
 - 1.0.4.5 Provide uninterrupted service to the traveling public during all phases of the renovation and expansion program at the Airport.

1.1 GENERAL INFORMATION

- 1.1.1 Enplanement and Sales History
 - 1.1.1.1 Enplanement history is provided in Attachment A.
 - 1.1.1.2 Sales History by location is provided in Attachment B.
 - 1.1.1.3 The City makes no representation or warranty, express or implied, as to the accuracy of the statistical information, forecast, and construction completion target dates provided in the RFP process. The Concessionaire agrees to relay upon such information at its sole risk.
 - 1.1.1.4 **Enplanements and Gross Sales may change significantly at any time, either in total or by location. Notwithstanding changes in Percentage Rent related to changes in enplanements, the City assume no responsibility for the Concessionaire's level of gross sales or financial performance. The Concessionaire hereby agrees to waive and release any and all claims, actions, causes of actions, suits, debts, accounts, covenants, contracts, controversies, agreements, promises or demands of any nature whatsoever, whether known or unknown, which the Concessionaire may have against the City, its past, present and future employees, officers and legal representatives relating in any way to the Operator's reliance upon the RFP process.**

1.2 AIRPORT IMPROVEMENT PROJECTS

- 1.2.1 The City reserves the right to procure a third-party contractor to provide all receiving, handling, and transfer/delivery services for all or any portion of the Concessionaires operating at the Airport in accordance with the policies the HAS Director believes in his discretion to be in the best interest of the City.
- 1.2.2 The West Concourse Expansion project will involve the construction of seven new narrowbody gates at the end of the existing West Concourse, including passenger hold

rooms, passenger loading bridges, and aircraft positions. One new gate will be a common-use international gate, while the remaining six new gates will be preferential-use domestic gates operated by Southwest Airlines. The project will also include improvements to the baggage claim area and the baggage handling system. The project is in its planning phase and construction is expected to be completed in 2025 (subject to change).

1.3 MINIMUM QUALIFICATIONS

- 1.3.1 To be eligible to participate in this procurement, Concessionaire must meet the following minimum qualifications:
- 1.3.2 Submission of a complete proposal package in full response to this RFP.
- 1.3.3 Concessionaire shall explain in detail and provide evidence that Concessionaire has a minimum of three (3) years' prior experience within the last five (5) years in the marketing, development, operation, and management of food and beverage concessions at airports, other transportation facilities, shopping centers or malls. Such prior experience must be with operations as large or larger in size and scope to that being proposed in terms of square footage and/or sales volume.
- 1.3.4 Concessionaire must have and show the ability to finance and undertake the monetary commitments to successfully develop, construct, and operate the proposed development plan. Documents must include:
 - 1.3.4.1 Sum of Proposers i) net working capital, ii) cash flow from existing operations, and iii) demonstrated access to credit of equity from external sources must be greater than the proposed investment in the concessions (including proposed investment common area improvements and tenant/subtenant leasehold improvements).
 - 1.3.4.2 If Concessionaire is relying on financial resources of apparent entity, joint venture partner, or non-affiliated external source(s), which may include proposed subtenants, then Concessionaire must submit sufficient (audited) documentation as specified herein satisfactory to show that it meets the minimum financial qualification. Moreover, a corporate guaranty from any such parent entity or external source will be required to ensure Concessionaire's ability to complete the concessions development plan.
- 1.3.5 Concessionaire shall submit with its Proposal documentation that demonstrates Concessionaire is duly authorized to conduct business within the State of Texas.
- 1.3.6 If the Concessionaire is a partnership, joint venture or newly formed entity (e.g. limited liability company or corporation), the minimum requirements set forth in this Section 1.3 (and throughout the RFP) must be satisfied by the entity or individual(s) that owns and controls a majority equity (at least 51%) of the partnership, joint venture or newly formed entity.
 - 1.3.6.1 **The City's public procurement process fosters effective broad-based competition for the public enterprise system. Accordingly, Proposer may not take steps to restrict the ability of any sub-concessionaire or potential sub-concessionaire to participate as a sub-concessionaire, with like brands or concepts or otherwise, to any other prime concessionaire**

submitting a proposal in response to this RFP or any other Airport Food & Beverage RFP issued by the City contemporaneously herewith. Proposer shall submit with its proposal EXHIBIT XIII, contained in this RFP, FULLY EXECUTED BY PROPOSER AND ALL OF ITS SUBCONCESSIONAIRES

1.4 TERMS OF AGREEMENT

- 1.4.1 Any subsequent contract from this solicitation shall have a contract term of 10 years from the effective date as defined in the Concession Agreement.

1.5 COMPENSATION TO THE CITY

- 1.5.1 In consideration of the rights and privileges to be granted to the Concessionaire by the City, each Concessionaire will pay the City, without demand the Percentage Fee (to equal the Percentage Fee Rate multiplied by gross revenue) (EXHIBIT VI).
- 1.5.2 The Concessionaire shall propose a Percentage Fee Rate(s) for Food/Non-alcohol, Alcohol Beverages and related merchandise as needed. Proposed tier percentage fees **will not** be accepted.

1.6 MARKETING FEE

- 1.6.1 Concessionaire shall expend a minimum of .50% of Gross Sales per Agreement year beginning on the Effective Date and continuing through expirations of the Agreement for the implementation of its marketing plans and updates.
- 1.6.2 In addition, Concessionaire shall pay a marketing fee of .50% of gross sales to the City. The marketing fee will be deposited into a fund that will be managed by the City.

1.7 INITIAL CAPITAL INVESTMENT AND IMPROVEMENTS

- 1.7.1 The City requires a minimum capital investment of \$450.00 per square foot for each location described in each package (to include improvements such as build out, fixtures, furnishings, and equipment).
- 1.7.2 The City requires a minimum capital investment of \$250.00 per square foot for food court seating areas.
- 1.7.3 The City reserves the right to review and approve all improvement and subsequent changes to the airport concession premises including, but not limited to, the initial improvements and refurbishment and re-concept improvements. All improvements must conform to the requirements of the HAS Tenant Improvement Manual <http://www.fly2houston.com/TIP>.
- 1.7.4 Throughout the Term, Concessionaire and Director will regularly consult and agree on upgrades, renovations, cosmetic improvements and/or concept changes that are needed and will be made by Concessionaire.
- 1.7.5 Concessionaire shall provide evidence satisfactory to the Director that the minimum expenditures set forth in this Agreement have been made. The difference, if any,

between the required minimum expenditures and the actual expenditures made by Concessionaire shall be paid to the City as additional fees.

- 1.7.6 Within 180 days of the date of the issuance of a certificate of occupancy for each Facility, Concessionaire shall submit to the Director in writing a summary report (in form and content acceptable to the Director) of related Build out Costs in each such Facility and a list of the Removable Fixtures. The list of Removable Fixtures shall be updated periodically by Concessionaire upon written request of the Director.
- 1.7.7 All improvements constructed or placed in the Airport by Concessionaire that are not Removable Fixtures and all alternations, modifications, and enlargements thereof shall become part of the Airport, with unencumbered title thereto vesting in the City immediately upon the expiration or early termination of this Agreement; subject, however, to Concessionaire's obligation to operate, repair, maintain and replace, and its right of possessions, use and occupancy during the Term in accordance with the terms and conditions hereof. All Removable Fixtures shall remain the property of the Concessionaire and shall be removed by the Concessionaire within ten (10) days of termination or expiration of this Agreement.
- 1.7.8 Between the last day of agreement year four (4) and the last day of Agreement year (six) 6, the City requires a minimum capital investment of \$75.00 per square foot for each location for upgrades, renovations, cosmetic improvements and/or concept changes as approved by the HAS Director.
- 1.7.9 The City, at sole discretion of the Director; shall at its cost, re-demise, re-concept or re-configure any of the concessionaire's units throughout the term of the Agreement. Concessionaire, in conjunction with HAS, will work with, and help coordinate any re-concepting or construction about mentioned.

1.8 VALUE PRICING

- 1.8.1 The City desires that all Concessions at the Airport offer value pricing to the customers. Accordingly, the Agreement will include product-pricing requirements generally as follows:
 - 1.8.1.1 All products sold by the Concessionaire shall be equal in price to those products sold in comparable off-Airport locations (excluding special promotional items) within the greater Houston metropolitan area plus **15%**. Comparable locations will be determined by the City, in consultation with the Concessionaire, and may change throughout the Term as determined by the City. The following venues are excluded comparable locations; concessions located in stadiums, arenas, amusements and entertainment venues, other airports and/or terminals.
 - 1.8.1.2 Merchandise sold within the units shall not exceed the pre-printed price.
 - 1.8.1.3 At least sixty (60) days prior to opening each location, the Concessionaire shall submit to the City for its written approval, an initial proposed list of all merchandise for each location with proposed prices for each item based upon prices similar merchandise at the selected comparable locations.
 - 1.8.1.4 Menu items and merchandise price range shall be proposed in EXHIBIT IX and indicated if the proposed price conforms to the City's value pricing.

- 1.8.2 Failure to comply with the City's value pricing may result in liquidated damages that will be described in the agreements.

1.9 PERFORMANCE BOND

- 1.9.1 Concessionaire, without expense to the City, shall cause to be made, executed, and delivered to the City one of the following:
- 1.9.1.1 A surety bond, in a form described in the agreement, payable upon presentation to a solvent bank or savings and loan in the initial principal amount equal to 50% of the projected revenue to the City for the first 12 months of the agreement, which shall be kept in full force and effect during the term of the agreements.
 - 1.9.1.2 An irrevocable letter of credit, in a form described in the agreement, payable upon presentation to a solvent bank or savings and loan in the initial principal amount equal to 50% of the projected revenue to the City for the first 12 months of the agreement, which shall be kept in full force and effect during the term of the agreements (EXHIBIT VIII).
- 1.9.2 HAS Director shall have to the right to adjust performance bond to reflect increase and/or decrease in Concessionaire's revenue.

1.10 CUSTOMER SERVICE MANAGEMENT STAFFING AND LOGISTICS PLAN

- 1.10.1 All employees of Concessionaire shall participate in the HAS Customer Service Training Program within ninety (90) days of the contract commencement date and adhere to "Houston Friendly Standards" (Attachment C) currently referred as the "Houston Friendly Program".
- 1.10.2 Concessionaire shall achieve and maintain no less than an 85% aggregate score per quarter of concessionaire's program, with regards to HAS Mystery Shopper and Observations Programs.
- 1.10.3 Concessionaire and its subtenants shall pay an hourly base rate that is the greater of (i) \$15.00 per hours, (inclusive of tips) but excluding benefits, or (ii) the living wage rate applicable under the Mayor of Houston's Executive Order 1-64.

Contract Year	Minimum Hourly Rate
2019	\$10.39
2020	\$11.22
2021	\$12.00
2022	\$14.00
2023	\$15.00
2024	As determined by applicable wage rate increase

- 1.10.4 Concessionaire shall submit detailed information on its customer service plan and how it is used by the Concessionaire to continually improve the quality of service. The customer service plan should include, but not limited to the following:

1.10.4.1 How customer complaints are handled and procedures for ensuring that management and personnel provide the highest quality of service to include but not limited to:

1.10.4.1.1 Length of time to respond to complaints

1.10.4.1.2 Procedures for responding to complaints

1.10.5 Employee recognition program

1.10.5.1 Provide what your customer service standards are and what is required for five-star customer service.

1.10.5.2 Provide how the company will motivate the employees to excel in performance and how do you rate that performance.

1.10.5.3 Provide detail on your recognition and/or incentive program.

1.10.5.4 Provide details on how you plan to reward the employee(s).

1.10.6 Marketing Plan

1.10.6.1 Describe your plan to increase and maximize the transaction value per customer.

1.10.6.2 Provide your company's mission statement and/or vision statement.

1.10.6.3 Provide an expense budget forecast by quarter to include sales tactics, programs, promotions, and other elements.

1.10.6.4 Detail how your pricing will support your goods and services.

1.10.6.5 What type of marketing collateral will you use to promote your business or special promotions.

1.10.7 Concessionaire shall submit detailed information on their management and operations plan to achieve the goal of operating five-star concessions at HAS. This complete management and operations plan should address items 1.10.1 through 1.10.6, as well as the following:

1.10.7.1 Details demonstrating how all local Houston concepts will be operated in a manner such that menus, service, and customer experience is completely consistent with prime locations of the concept outside of the airport.

1.10.7.2 Logistics including expected delivery schedule of products and replenishment of on-site stock.

1.10.7.3 Provide a detailed facility maintenance plan for ongoing maintenance and repairs/replacement of equipment, displays, fixtures, flooring, etc. as to maintain "Opening Day Fresh".

1.10.7.4 Provide information regarding response time to maintenance and emergency requests from HAS.

1.10.7.5 Provide customer guarantee, exchanges, or refund policies.

1.10.7.6 Concessionaire will accept Visa, Master Card and American Express credit cards. **Note: HAS requires that all Concessionaires provide change**

without the purchase of an item to any customer requesting such service.

- 1.10.8 The hours of Concessions operations shall be such that passengers of all flights arriving or departing from any section of the Airport in which the facilities are located will be accommodated unless otherwise permitted by written consent by the City.
- 1.10.9 The City reserves the right to modify the hours of the Concessionaires' operations to ensure that services are available to serve the needs of the traveling public.
- 1.10.10 Generally, restaurants are to be open to serve the first through the last scheduled flight, but the City may require other hours. At the discretion of the City, Concessionaire will be required to extend their hours at selected locations to accommodate passengers from flights that are delayed. Failure to comply with required operating hours may result in liquidated damages that will be detailed in the agreement.
- 1.10.11 During an emergency, and the City deems it necessary, facilities are to remain operational to serve the public during the time other than the approved hours of operations. Concessionaire shall provide emergency operations staffing procedures, including a twenty-four (24) hour response contact.
- 1.10.12 The City reserves the right to designate a twenty-four (24) hour concession.
- 1.10.13 Concessionaire shall submit a management and organizational chart illustrating the chain of command from the top of the organization to the unit management level, identifying all key personnel and their functions. Identify subtenants and their responsibilities, including which units they will operate.
- 1.10.14 Concessionaire shall submit a corporate level management structure for the proposed business identifying key personnel, including their resumes. Describe the function and location of each person in the management schedule to also include:
 - 1.10.14.1 Resumes of key staff members to the extent known at the time of submittal.
 - 1.10.14.2 Description of the proposed staffing requirements with a summary of the duties of each position in detail as they relate to their responsibilities.
 - 1.10.14.3 Staff schedules illustrating proposed coverage during operating hours, including management and all full-time and part-time staff.
 - 1.10.14.4 Provide projected revenue and expenses for the term of the agreement and key strategies and programs to ensure delivery of the financial plan proposed in EXHIBIT X.

1.11 DESIGN AND INNOVATION

- 1.11.1 Concessionaire shall provide a physical design and construction plan of the proposed food and beverage locations including, but not limited to, factors such as technology and innovation that enhance the customer experience and expand the ability for customers to purchase through technology in efficient and effective manner, creativity of design concepts, quality of materials, sustainable materials (recycled materials, energy-efficient fixtures) and natural light, floor plans, presentation of themes, circulation and queuing, graphics and signage and visual interest.

- 1.11.2 Concessionaire shall provide a brief narrative description of the proposed capital improvements to be made to each individual and dominant design theme.
- 1.11.3 Concessionaire shall provide an identification of Concessionaire's architectural design team, specifying prior experience in the design of food and beverage facilities (including resumes and project experience).

1.12 CONSTRUCTION

- 1.12.1 The Concessionaire will be responsible for the base build outs (mechanical, electrical, plumbing and HVAC, etc.) necessary to bring the base building concession spaces to a condition ready to receive concessions space improvements. For the food court seating area, Concessionaire will have sole responsibility for the improvements.
- 1.12.2 Concessionaire shall submit to the HAS Director full complete and ready to bid plans and specifications which will include design for replacement of all existing plumbing and drainage elements, including but not limited to grease line, grease traps, and food and beverage preparation area color covering for all phase of construction and permanent build out.
- 1.12.3 Concessionaire shall provide a construction schedule, identifying the project start and completion dates. Concessionaire will adhere to and work with any concurrent HAS construction projects if applicable.
- 1.12.4 During the initial build-out/transition plan, Concessionaire shall retain a qualified, competent project manager with experience at managing similar sized projects. Project manager is required to reside in the Houston area.
- 1.12.5 Please refer to Section 1.7.3 in regard to the required refurbishment of the food court.

1.13 BACKGROUND AND EXPERIENCE

- 1.13.1 Concessionaire shall explain in detail the number of years and extent of Concessionaire's and each sub-concessionaire's food and beverage experience, with special emphasis upon prior experience in the operation and management of such facilities at shopping centers, airports, major transportation centers, malls street locations or other prominent food and beverage settings. Include the following on EXHIBIT VII.
- 1.13.2 Concessionaire shall submit names and addresses of stores, concept descriptions, type of operations store opening and closing date (if applicable), annual sales, square footage, and the sales per square footage at shopping centers, airports, transportation centers malls, street locations or other prominent food and beverage setting where the Concessionaire has operated and managed a food and beverage concession(s) in three (3) years within the last five (5) years.
- 1.13.3 Concessionaire shall submit a letter of reference (on the letterhead) from the Concessionaire's and sub-concessionaire's landlord or property owner; include a contact name, address, phone number, e-mail, address and fax number.
 - 1.13.3.1 A detailed Concessionaire and sub-concessionaire history of operating and managing personnel at food and beverage concession locations.

1.13.3.2 Concessionaire shall provide examples of marketing programs undertaken to promote sales in the locations, including, including samples of advertisements, promotional materials, flyers, use of technology, etc.

1.13.4 Concessionaire and sub-concessionaire referrals and current operations may be assessed by 3rd party operators.

1.14 TRANSITION PLAN

1.14.1 Concessionaire shall discuss in detail the proposed transitions and phasing plan to implement the proposed food and beverage plan and shall state the expected duration of the development and installation program, since the speed with which a program can be completed will be a factor in the evaluation. Concessionaire should be aware that all development and installation shall occur during non-peak at times approved by HAS and in accordance with HAS construction projects if applicable.

1.14.2 Concessionaire shall include in the transition plan an explanation of the level of food and beverage service to be provided during the construction and desired space (i.e. kiosk or current space) and merchandise to be sold. The Concessionaire's detailed transition plan will require the HAS Director's approval.

1.14.3 During the initial build-out/transition plan, Concessionaire shall retain a qualified, competent project manager with the experience at managing similar sized projects. Project manager is required to reside in the Houston area throughout the transition.

1.15 CONCEPTS

1.15.1 The City desires to showcase local Houston concepts that are unique to Houston and will provide a "sense of place" to passengers at the City's airport. The City also desires to feature national and regional brands that will be familiar to passengers. To achieve these objectives, proposers are encouraged to include up to **40%** Local Concepts.

1.15.2 **Local** mean a sole proprietorship, partnership, corporation, or any other business entity with a significant presence business in the Houston-metropolitan statistical area, as defined by the Office of Management and Budget within the Executive Office of the President of the United States. A significant business in the Houston-metropolitan statistical area at which on or more of its employees is regularly based.

Local Brands are concepts located in the Greater Houston area that are unique to Houston and will provide a "sense of place" reflecting the City's diversity and culture when operated at the City's airports. Local Brands must be operated by their local management teams in the airports to maintain the full authenticity of the concepts and brands.

1.15.3 **National** Brands are concepts located geographically across the 48 contiguous United States and/or represented in nationwide advertising, promotional, and/or marketing campaigns so that they are immediately recognized by a majority of the traveling public.

1.15.4 **Regional** Brands are concepts that are located in Texas and/or surrounding states.

1.15.5 **Proprietary** Brands are concepts that are considered "in house".

- 1.15.6. **National, Regional, Local or Proprietary Brand Full-Service Restaurant with Bar:** Full-service dining restaurant offering full-service bar service, including cocktails, craft beers, and a good selection of wines. The menu should include a variety of entrées, burgers and other hot sandwiches, salads, appetizers, and desserts. Restaurant must service all dayparts. Table service as well as take-out station should be provided. Children's items and options for customers with dietary restrictions must be included on the menu.
- 1.15.7 **National, Regional, Local or Proprietary Brand, Gourmet Coffee:** Coffee concept with offerings that include hot and cold coffee drinks, hot and cold tea drinks, hot chocolate, and bottled beverages, such as appropriate (water, juice, soda). A selection of pre-packaged snacks, sandwiches, salads, yogurts, fruit, and baked goods should be available for carry-out in convenient packaging. Breakfast options such as hot breakfast sandwiches, oatmeal, fruit, and yogurt must be provided. Options for customers with dietary restrictions must be offered, including backed items.
- 1.15.8 **National, Regional, Local or Propriety Brand, Quick Service, Chicken:** Quick service restaurant specializing in chicken entrees (such as chicken sandwiches, tenders, and pieces.) Restaurant should also offer side dishes, soft drinks, water, and desserts. Grilled options should be included on the menu. Restaurant must serve all dayparts. Children's items and options for customers with dietary restrictions must be included in the menu.
- 1.15.9 **National, Regional, Local or Propriety Brand, Quick Service. Asian:** Quick service restaurant specializing in high-quality, made-to-order Asian cuisine, including, but not limited to stir-fried foods, noodles, rice dishes, and soups. Restaurant should also offer sides dishes, soft drinks, and water. Restaurant must serve all dayparts. Children's items and options for customer with dietary restrictions as well as low-fat/low-salt options must be included on the menu.
- 1.15.10 **National, Regional, Local or Propriety Brand, Bar with Food:** Full-service bar offering cocktails and a good selection of craft beers and wine. At a minimum, the menu should include a limited variety of appetizers, small plates, sandwiches, salads, and desserts. A selection of juice, soft drinks, and water should also be provided. All dayparts must be offered and options for customers with dietary restrictions must be included on the menu. Concept may be co-branded with another unit in the package. This unit does not accommodate vented cooking.
- 1.15.11 **National, Regional, Local, or Proprietary Brand – Café with Bar:** Café with bar offering cocktails and a good selection of craft beers and wine. At a minimum the menus should include a limited variety of appetizers, small plates, sandwiches, salads, and desserts. A selection of juice, soft drinks, and water should also be provided. All dayparts must be offered and options for customers with dietary restrictions must be included on the menu.
- 1.15.12 **National, Regional, Local, or Proprietary Brand Coffee Unit- Self Contained or Staffed Unit.** Automated, robotic, or staffed coffee unit with menu that should include coffee beverages, such as lattes, cappuccinos, and americanos, as well as regular coffee. Other hot beverages, such as hot chocolate and chai lattes may also be served. The coffee unit should include several diary options to add to the beverage (e.g., milk, half and half, soy milk, etc.) as well as an option to add sugar or sweetener.
- 1.15.13 **National, Regional, Local, or Proprietary Brand QSR - BBQ, Mediterranean, or Market.** QSR offering BBQ entrees such as ribs, briskets, sandwiches, and other

entrees; or Mediterranean entrees such as wraps, fresh vegetables and whole grain bowls; or Grab-N-Go Market with focus on providing fresh and simply prepared pre-packaged menu item and other type of 'retail' items such as chips and bottled beverages.

1.16 ADDITIONAL RELATED SERVICES

1.16.1 In submitting a proposal, Concessionaires shall indicate a willingness to negotiate additional services deemed appropriate for the scope of work, as provided herein, or deemed necessary and/or desirable by HAS.

1.17 CONDITION OF PREMISES

1.17.1 HAS will deliver all portions of the selected space to the Concessionaire(s) in their existing conditions, "as is/where is".

1.17.2 Onsite airport storage facilities are limited. Offsite facilities may be required at Concessionaire's expense.

1.18 PERMITTED USES GENERALLY

1.18.1 The following uses are permitted for each of the eleven (11) food and beverage units, as outlined in this section includes examples of suggested concepts that offer a wide range of choices for airline passengers. These suggested concepts were chosen on the basis of airport trends and customer preference. Concessionaire has the flexibility to substitute other concepts so long as overall variety, quality and service are not compromised. HAS reserves the right to approve all substituted concepts. Concessionaires shall submit, in sufficient details, a clearly defined operations plan believed to be the best concept for the locations. These concepts must be clearly defined in the business plan submitted with the Concession's proposal.

1.18.2 The successful Concessionaire will be required to operate and manage multiple food and beverage locations on a nonexclusive basis. All items sold must meet Federal Aviation Administration (FAA) security regulations. Other than the items listed, no other product, merchandise or service shall be sold or offered by Concessionaire without the written consent of the HAS Director. In the event any questions or disputes arise as to the sale of any specific item or category of items on the premises, the Concessionaire may submit a request in writing to the HAS Director asking that the matter be reviewed. The HAS Director shall give a decision in writing and such determination is the final authority in the matter. The Concessionaire shall abide by and conform to the decision of the HAS Director.

1.18.4 The HAS Director shall have the right, at his sole discretion, at any time prior to or during term of the Agreement, to expand, reduce or otherwise modify the products or merchandise offerings.

1.18.5 The Concessionaire will also be responsible for cleaning and maintaining the premises so as to provide an environment that is "opening day fresh" in appearance at all times.

1.19 CONCEPTS DEVELOPMENT AND MENU

The concessionaire shall submit, in sufficient detail, one clearly defined Space Use Plan of the operations believed to be the best concepts for the locations. Only one Space Use Plan for the Premises will be accepted. Concessionaire may reconfigure a single space to create multiple locations upon HAS approval. The newly proposed location(s) must not exceed the total square feet or dimensions of the space as depicted Part III - Scope of Work – Food and Beverage Package One

- 1.19.1.1 Proposed Concept: Include the following for each concept on EXHIBIT IX:
- 1.19.1.2 Store Name;
- 1.19.1.3 Name of Store Operator (Sub-concessionaire);
- 1.19.1.4 Space Identifier;
- 1.19.1.5 Concept;
- 1.19.1.6 Description and theme;
- 1.19.1.7 Menu and proposed price range;
- 1.19.1.8 Speed of Services; (full service, grab-n-go, QSR, etc.);
- 1.19.1.9 Floor plans;
- 1.19.1.10 Color photographs of existing store and or renderings illustrating proposed store design, submitted in "8 ½ x 11" or "11 x 17" format as part of the bound proposal; (Submit as attachments in EXHIBIT IX);
- 1.19.1.11 Letter of Intent for Branded Concept to include brand authorization for submissions of concept. (Submit as attachment to EXHIBIT IX).

1.20 COLLECTIVE BARGAINING AGREEMENT OR LABOR RELATIONS PLAN

- 1.20.1 If Concessionaire and its subcontractors shall have an existing collective bargaining agreement with a union that would be applicable to personnel who would be working at City facilities, then a copy of the complete Agreement should be included in the proposals.
- 1.20.2 If Concessionaire and its subcontractors do not have an applicable existing collective bargaining agreement, then Concessionaire shall describe how it would maintain labor peace by:
 - 1.20.2.1 Stating what its response would be to any union organizing drive; and
 - 1.20.2.2 Describing what policies or procedures it would utilize in order to enable personnel to address any complaint they may have with management regarding wages, hours or other terms and conditions of employment.
- 1.20.3 If Concessionaire or any subcontractor has had an unfair labor practice charge filed against them with the National Labor Relations Board (NLRB) in the past 10 years, then a copy of the charge and a detailed description of the resolution should be included in the proposal packages

1.21 WAGE, THEFT AND PREVENTION

- 1.21.1 Concessionaire and its subcontractor(s) shall comply with all applicable federal, state and local wage and hour laws, including the City's Wage Theft Ordinance as set out in Chapter 15, Article IV of the City of Houston Code of Ordinances.

1.22 MEETINGS

- 1.22.1 Proposer must participate in meetings, general discussions, and consultation with HAS relative to this project throughout the period of engagement at no additional cost to HAS.

1.23 ATTACHMENTS

The following documents are provided as an aid in responding to this solicitation:

- T32496 Attachments
- T32496 Exhibits
- T32496 Grease Traps
- T32496 Responses to Questions for T31149
- Exhibit X – Business Plan Form

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PART III – SCOPE OF WORK – FOOD AND BEVERAGE PACKAGE ONE**1.1 HOU FOOD AND BEVERAGE PACKAGE ONE**

UNIT No	Unit SF	Location	Concepts	Existing Utilities Available	Potential Utilities Available	Area Finish/ Comments
HOUF-01	2,050	West Concourse	National, Regional, Local or Proprietary Brand Full Service w/Bar	Elec, Data, Plumbing, Venting, Gas	N/A	Existing facility w/seating re-demising required
HOUF-05C	1,100	West Concourse	National, Regional, Local or Proprietary Brand – Chicken	Elec, Plumbing, Data	Gas, Venting	Existing facility w/seating re-demising required
HOUF-05D	940	West Concourse	National, Regional, Local or Proprietary Brand – Quick Service – Asian	Elec, Data, Plumbing, Gas, Venting	N/A	Existing facility, re-demising required
HOUF-06	738	West Concourse	National, Regional, Local or Proprietary Bar w/Food (tied to HOUF-01)	Elec, Data, Plumbing,	N/A	Existing facility, re-demising required
HOUF-09	876	West Concourse	National, Regional, Local or Proprietary Brand Quick Service – BBQ, Mediterranean or Market	Elec, Gas, Data, Plumbing, Venting	N/A	Existing facility, re-demising required
HOUF-11	3,026	Central Concourse	National, Regional, Local or Proprietary Brand – Full Service Restaurant w/Bar	Elec, Data, Plumbing, Venting, Gas	N/A	Existing Facility, re-demising required
HOUF-16	2,355	Central Concourse	National, Regional, Local or Proprietary Brand – Full Service Restaurant w/Bar	Elec, Gas, Data, Plumbing, Venting	N/A	Existing facilities, w/seating re-demising required
HOUF-18	250	Central Concourse	National, Regional, Local or Proprietary Brand – Bar w/Food (Tied to HOUF-16)	N/A	Elec, Data, Plumbing	NEW SPACE

HOUF-20A	625	Ticketing Level	National, Regional, Local or Proprietary Brand – Gourmet Coffee	Elec, Plumbing, Elec	Gas	Existing Facility, re-demising required
HOUF-20B	1,838	Ticketing Level	National, Regional, Local or Proprietary Brand – Café w/Bar	Elec, Gas, Data, Plumbing, Venting	NA	Existing Facility, re-demising required
HOUF-21	50	Bag Claim	National, Regional, Local or Proprietary Brand – Coffee Unit – Self Contained or Staffed	Elec, Data	N/A	NEW SPACE
FBSS-05A	1216	West Concourse	FC Seating for F-05 B,C, and D	N/A	N/A	Existing facilities, w/seating re-demising required
UNITS TOTALS	13,848					

SUPPORT SPACE	Unit SF	Location	TYPE	Existing Utilities Available	Potential Utilities Available	Area Finish/ Comments
FBSS-20	650	Ticketing Level	Support Space	Elec	N/A	Support Space Ticketing Level
FBSS-4	200	West Concourse	Support Space	Elec.	N/A	Support Space Departure Level
FBCUSS-5	1,450	West Concourse	Support Space	Elec.	N/A	Support Space Departure Level
FBSS-6	200	West Concourse	Support Space	Elec. Date,	N/A	Support Space Apron Level
FBSS-1	65	West Concourse	Support Space	Elec. Data	N/A	Support Space Apron Level
FBSS-6A	244	Meet & Greet	Support Space	Elec, Data, Plumbing	N/A	Baggage Claim Level
FBSS-16	845	Central Concourse	Support Space	Elec, Data	N/A	Support Space Apron Level
FBSS-17	414	Central Concourse	Common Use Support Space	Elect, Data	N/A	Support Space Apron Level
FBSS-18	160	Central Concourse	Support Space	Elect, Data	N/A	Support Space Apron Level
SUPPORT SPACE TOTALS	4,228					

1.2 PROJECT DESCRIPTION

- 1.2.1 Concessionaire shall submit a proposal to construct, fit and finish, operate, maintain, and manage eleven (11) food and beverage concession locations (individual and collectively referred to herein as the “Premises”) at the Airport. Unit Numbers (HOUF-01, HOUF-05C, FHOUF-05D, HOUF-06, HOUF-09, HOUF-11, HOUF-16, HOU F-18, HOU F-20A HOUF-20B., and HOUF-21). Support areas (FBSS-20, FBSS-4, FBCUSS-5, FBSS-6, FBSS-1, FBSS-16, FBSS-17 and FBCUSS-8). Refer to Attachments – Terminal Locations – Package One - for map of premises locations.
- 1.2.2 FBSS- 05A will be refurbished and maintained throughout the full term of this agreement as sole cost to Concessionaire. No minimum spend; however HAS concessions will work with Concessionaire to approve cost and design.

PART IV – EVALUATION AND SELECTION PROCESS

1.0 EVALUATION COMMITTEE

An evaluation committee shall evaluate Proposers’ submissions in accordance with the evaluation criteria listed in Section 5.0 below. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) meeting the technical competence requirements. Shortlisted Proposers will be evaluated to determine whether each is responsible, as defined below. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration, and interview. Following these City-to-Proposer(s) meetings, the evaluation committee will summarize their findings and recalculate their scores, if needed. However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

2.0 INTERVIEWS/ORAL PRESENTATIONS/DEMONSTRATIONS

The City reserves the right to request that Proposer(s) provide a final presentation handout of its Proposal at their scheduled meeting. No Proposer may attend presentations of any other Proposer. If necessary, Proposers may be scheduled for more than one presentation, demonstration, or interview.

3.0 SELECTION PROCESS

The City intends to select a Proposal(s) that best meets the needs of the City and that provides the best overall value. The City reserves the right to check references on any projects performed by Proposers, whether provided by Proposers or known by the City. Upon review of all information provided by Proposers, the evaluation committee will make a recommendation for selection to City officials. Upon approval of the selected Proposer(s), a contract(s) shall be executed by the appropriate City officials.

4.0 BEST AND FINAL OFFER (“BAFO”)

The City reserves the right to request a BAFO(s) from one or more finalist.

5.0 EVALUATION CRITERIA

5.1 RESPONSIVE (PASS/FAIL)

A vendor that responds to all material requirements of any solicitation will be deemed responsive. The Proposal shall be responsive to all material requirements that will enable the evaluation committee to evaluate it in accordance with the evaluation criteria and make a recommendation to City officials.

5.2 RESPONSIBLE (PASS/FAIL)

A business entity or individual who has the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent contract will be deemed responsible. This assessment will include a review of all references on any projects performed by a business entity or individual, whether provided by the business entity or individual or known by the City.

5.3 FINANCIAL STABILITY (PASS/FAIL)

If Proposer is an entity that is required to prepare audited financial statements, Proposer shall submit an annual report that includes:

- 5.3.1 Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet.
- 5.3.2 If applicable, last two years of consolidated statements for any holding companies or affiliates;
- 5.3.3 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- 5.3.4 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract.

If Proposer is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Proposer shall submit an annual report that includes:

- 5.3.5 Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
- 5.3.6 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- 5.3.7 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract;

OR

- 5.3.8 Other financial information sufficient for the City, in its sole judgement, to determine if Proposer is financially solvent or adequately capitalized.

5.4 ACDBE PARTICIPATION (PASS/FAIL)

This criterion is based on the Proposer's Airport Concessions Disadvantaged Business Enterprise Plan submitted.

HAS may solicit from other departments of the City, other government agencies or any other available sources, relevant information concerning the Proposer's record of past performance.

5.5 TECHNICAL COMPETENCE REQUIREMENTS (100 POINTS)

5.5.1 Customer Service/Management and Operations Plans (20 Points)

This criterion considers the customer service program, how the Proposer plans to participate in HAS Customer Service Program as well as the particulars of proposer's internal customer service program, employee training and adhere to "Houston" Friendly Standards". This criterion considers, but is not limited to, the business plan for completeness, overall quality of approach in the management of several food and beverage locations, logistics of running the program, technical expertise, product and pricing plan, generation of revenue and projections, staffing levels, corporate management support, inventory and facility maintenance schedules. The evaluation of key personnel will be based upon their experience to provide the required food and beverage services for projects similar in size and scope, their education and professional credentials, reputation in the industry, and reference provided.

5.5.2 Local Participation (15 points)

This criterion considers how the Proposer plans to meet the City's objective of bringing Local Brands operated by local entities/operators into the City's airports. This criterion includes, but is not limited to, Proposer's efforts to include a number of Local Brands, the variety and quality of the proposed Local Brands, the degree to which such brands will create a "sense of place" by reflecting Houston's diversity and culture, and Proposer's operating plans to ensure the full authenticity of the Local Brands when brought to the City's airport. The City's goal for Local Brands is 40% of the Facilities. Local Brands are concepts located in the Greater Houston area that are unique to Houston and will provide a "sense of place" reflecting the City's diversity and culture when operated at the City's airports. Local Brands must be operated by their local management teams in the airports to maintain the full authenticity of the concepts and brands.

5.5.3 Concept Development and Menu (15 Points)

This criterion includes, but is not limited to, factors such as variety of concepts; variety of service types; variety of sustainable and/or organic healthful options; presentation of International, National or Regional concepts, themes and products; general price levels; innovation, breadth and depth of product offerings; extent of prominent and recognizable branding; and compatibility with the merchandizing plan.

5.5.4 Design and Innovation (15 Points)

This criterion considers the physical design and construction of the proposed food and beverage locations and includes, but is not limited to, factors such as technology and innovation that enhance the customer experience and expand the ability for customers to purchase through technology in efficient and effective manner: creativity of design concepts; quality of materials; sustainable materials (recycled materials, energy-efficient fixtures) and natural light, presentation of brands; circulation and queuing; and visual interest.

5.5.5 Background and Experience (15 Points)

This criterion considers the demonstrated number of years and extent of Proposer's and Sub-concessionaires' prior experience in operating food and beverage concessions in similar size venues. The quality and timeliness of the Proposer's past performance on previous contracts of similar size and scope will also be considered.

5.5.6 Compensation to the City (10 Points)

This criterion considers the competitive merchandise category/revenue proposed percentage fee rate.

5.5.7 Transition Plan (10 Points)

This criterion considers the phasing plan to develop and implement the proposed food and beverage program to meet deadlines and construction schedules set forth in the transition plan.

6.0 EVALUATION MATRIX

Evaluation Criteria	Max Points
5.1 Responsive	Pass/Fail
5.2 Responsible	Pass/Fail
5.3 Financial Stability	Pass/Fail
5.4 ACDBE Participation	Pass/Fail
5.5 Technical Competence Requirements	
5.5.1 Customer Service/Management and Operations Plans	20 Points
5.5.2 Local Participation	15 Points
5.5.3 Concept Development and Menu	15 Points
5.5.4 Design and Innovation	15 Points
5.5.5 Background and Experience	15 Points
5.5.6 Compensation to the City	10 Points
5.5.7 Transition Plan	10 Points
TOTAL AVAILABLE POINTS	100 POINTS

7.0 ADDITIONAL RELATED SERVICES

In submitting its Proposal, Proposer(s) shall indicate a willingness to negotiate future potential additional services deemed appropriate for the scope of work, as provided herein, or deemed necessary and/or desirable by the City.

8.0 INVOICING

The City is a single entity for accounting, billing, and discounting. Any invoices accompany by detailed supplements and other backup documents are to be submitted for payments to:

**Houston Airport System
Attention: Accounts Payable
P. O. Box 60106
Houston, Texas 77205**

The City requires timely and accurate accounting and billing information.

PART V – SUBMISSION OF PROPOSAL

1.0 INSTRUCTIONS FOR SUBMISSION

All documentation shall be submitted in a single package in accordance with the specifications below.

- 1.1 Number of Copies.** Submit **one (1) Offer and Submittal form signed in BLUE ink and five (5) electronic copies of the Proposal on USB drives**, sealed in a separate single envelope bearing the assigned solicitation number (located on the first page of this RFP document) to:

City of Houston
Finance Department, Strategic Procurement Division
611 Walker Street, 5th Floor
Houston, Texas 77002

- 1.2 Compensation to the City and ACDBE documents.** In a separate envelope, submit **one (1) electronic copy on a USB drive** of the Compensation to the City and ACDBE documents.

The City shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their Proposal to the Strategic Procurement Division any time prior to the stated deadline.

- 1.3 Time for Submission.** Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered and will be returned unopened. With the exception of City holidays, the normal business hours for the Strategic Procurement Division office are Monday through Friday, 8:00 a.m. to 5:00 p.m. CST.

- 1.4 Format.** Material shall be organized following the order of the submission requirements. Submission materials will not be returned to Proposers.

- 1.5 Complete Submission.** Proposers are advised to carefully review all the requirements and submit all information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non-responsive. Non-responsive proposals will not be considered.

- 1.6 Packaging and Labeling.** The single package containing all documentation shall contain labeling clearly indicating the RFP title, date, time for submission, and the name of the Proposer. Within the single package, Proposers shall include the following:

1.6.1 The required number of electronic copies on a USB drive sealed in a separate single envelope as referenced in section 1.1 above; and

1.6.2 The required Compensation to the City and ACDBE documents on a USB drive in a separate sealed envelope as referenced in section 1.2 above.

- 1.7 Delivery of Proposals.** The Proposal and all required forms must be delivered by hand or mailed to the address shown in Section 1.1. If using an express delivery service, the package must be addressed and delivered specifically to the Strategic Procurement Division's Office. Packages delivered by express mail services to other locations may not be re-delivered to its destination by the deadline hour.

- 1.8 Proposer's Responsible for Timely Submission.** Proposer remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. The City assumes no responsibility for any Proposal not received, regardless of whether the delay is caused by the U.S. Postal Service, a courier delivery service, or some other act or circumstance.

2.0 SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information to the City. Adherence to these submission requirements will provide a degree of uniformity in submissions. Therefore, please tab sections accordingly and follow the format below. All documents must be organized as follows. In addition, all .pdf documents provided on thumb drives must contain bookmarks to each Tab for easy access of information.

Note: Proposers are not required to resubmit written proposals previously submitted for Solicitation No. P03-T31149. Instead, as noted in Section 1.1, proposers should submit one (1) Offer and Submittal form signed in BLUE ink and five (5) electronic copies of the Proposal on USB drives sealed in a separate single envelope bearing the assigned solicitation number (located on the first page of this RFP document).

Tab 1 - Cover Letter. The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed.

Tab 2 - Executive Summary. The executive summary should include a brief overview of the proposed services, and the key personnel who will be responsible for seeing the project through completion.

Tab 3 - General Company Information: Provide the name of Proposer's company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, and telephone number.

- Key Personnel: Identify the key personnel that will be committed to the project. The City reserves the right to reject any key personnel proposed if it is determined in the City's best interest. All key personnel must be committed to the project at the appropriate time level. Proposer understands that the qualifications and experience of key personnel proposed will be factored into the evaluation process; therefore, key personnel must not be replaced without the approval of the City. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for this project.
- Provide names and titles of key personnel and an organizational chart of your proposed project team. Provide professional resumes of all key personnel. At a minimum, key personnel must possess minimum experience and current professional certifications as indicated in the Scope of Work.

Tab 4 - Knowledge and Experience: Provide detailed relevant information about Proposer's knowledge and experience, including:

- Summarize three or more deployments (in similar size and scope to this RFP), with brief descriptions that demonstrate Proposer's experience providing managed telecommunication maintenance services for a major metropolitan area;
- Company track record: Provide a brief summary of company's background history, number of years in business, total number of employees, key personnel and their availability to be deployed on this project for the City.

Tab 5 - Financial Stability: If Proposer is an entity that is required to prepare audited financial statements, then Proposer shall submit an annual report containing the information provided in 5.0 Evaluation Criteria, 5.3 Financial Stability: 5.3.1 through 5.3.4 of this document. If Proposer

is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Proposer shall submit an annual report containing the information provided in 5.3 Financial Stability: 5.3.5 through 5.3.8 of this document.

Tab 6 – Exceptions to Sample Contract: Provide any exceptions to the Sample contract and include the rationale for taking the exception. If alternate language is proposed, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP.

Tab 7 - Legal Actions: Provide a list of any pending litigation and include a brief description of the reason for legal action.

Tab 8 - Conflict of Interest: Provide information regarding any real or potential conflict of interest(s). Failure to disclose any potential conflict of interest at the outset may be cause for rejection of the Proposal.

Tab 9 - Forms and Certifications: Complete and return all forms and certifications provided in PART IX – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL.

Tab 10 – Other: Supplemental documents may be submitted as needed to replace previously submitted information.

Note: In a separate sealed envelope please submit, an electronic copy on a USB drive – Exhibit VI - Compensation to the City and ACDBE Forms listed in Part IX, Section 5.0.

Part VI – EXCEPTIONS TO TERMS AND CONDITIONS

All exceptions to the Sample Contract shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the Sample Contract where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting contract unless such exception is specifically approved by the Chief Procurement Officer or designee, City Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract. **Please review and include any exceptions to the terms and conditions on the attached Sample Contract (T32496 Sample Contract).**

Part VII – SPECIAL CONDITIONS

1.0 NO CONTACT PERIOD

Neither Proposer(s) nor any person acting on Proposer(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation.

With the exception of Proposer's formal response to the solicitation and written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposer(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City, their families, or staff through written or oral means in an attempt to persuade or attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Proposer from the time of issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award. However, nothing in this paragraph shall prevent a Proposer from making public statements to the City Council convened for a regularly scheduled session after the official

selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

2.0 AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (“ACDBE”)

It is the City of Houston’s policy to ensure that Minority and Women Business Enterprises (ACDBE) have full opportunity to compete for and participate in City Contracts. Contractor shall comply with the City’s ACDBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts and supply agreements in at least **30%** of the value of the Agreement to certified ACDBEs. Contractor acknowledges that they have reviewed the requirements for good faith efforts on file with the Office of Business Opportunity (OBO), available at <http://www.houstontx.gov/obo/docsandforms/goodfaithefforts.pdf>, and will comply with the set forth requirements.

Contractor shall maintain records of subcontracts and supply agreements with certified ACDBEs, containing language required herein. In addition, Contractor shall submit all disputes that may arise with ACDBE subcontractors/supplies to mediation provided by the City, if directed to do so by the Office of Business Opportunity.

3.0 PROTESTS

Protests shall be filed in accordance with the City of Houston Administrative Policy No. 5-12 <http://www.houstontx.gov/adminpolicies/5-12.pdf>

4.0 CANCELLATION

The City has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.

5.0 EXECUTIVE ORDER 1-56 ZERO TOLERANCE FOR HUMAN TRAFFICKING IN CITY SERVICE CONTRACTS AND PURCHASING

The City has a zero tolerance for human trafficking and, per Executive Order 1-56, City funds shall not be used to promote human trafficking. City vendors are expected to comply with this Executive Order and notify the City’s Chief Procurement Officer of any information regarding possible violation by the vendor or its subcontractors providing services or goods to the City. The Executive Order is available on the City’s website: <http://www.houstontx.gov/execorders/1-56.pdf>.

6.0 PRESERVATION OF CONTRACTING INFORMATION

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this solicitation and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

7.0 COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS

Anti-Boycott of Israel. Vendor certifies that vendor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

Anti-Boycott of Energy Companies. Vendor certifies that Vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

Anti-Boycott of Firearm Entities or Firearm Trade Associations. Vendor certifies that vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

Certification of No Business with Foreign Terrorist Organizations. For purposes of Section 2252.152 of the Code, Vendor certifies that, at the time of this Agreement neither vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of vendor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Code as a company known to have contracts with or provide supplies or to a foreign terrorist organization.

PART VIII – INSTRUCTIONS TO PROPOSERS

1.0 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held at the date, time, and location indicated on the first page of the RFP document. Interested Proposer(s) are encouraged to attend. It will be assumed that potential Proposer(s) attending this meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions not already addressed by the City.

2.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES

Requests for additional information and questions shall be addressed to the Finance Department, Strategic Procurement Division, Valerie Player-Kaufman, preferably by e-mail to valerie.player-kaufman@houstontx.gov or by telephone at (832) 393-8749 no later than the date and time shown on page one of this document. The City shall provide written responses to all questions received by Proposers prior to the RFP submittal deadline. Questions received from all Proposer(s) shall be answered by the City and made available to Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained within this RFP.

3.0 LETTER(S) OF CLARIFICATION

3.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City. Only information supplied by the City in writing or in this RFP shall be used in preparing Proposal responses.

3.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

4.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

4.1 Each Proposer shall carefully examine all RFP documents and familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.

4.2 Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the RFP.

5.0 POST-PROPOSAL DISCUSSIONS WITH PROPOSER(S)

It is the City's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Proposer(s).

PART IX – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

- 1.0** Offer and Submittal, List of References, and List of Proposed Subcontractors (Exhibit I)
- 2.0** City of Houston Ownership Information Form (Exhibit II)
- 3.0** Anti-Collusion Statement (Exhibit III)
- 4.0** Conflict of Interest Questionnaire (Exhibit IV)
- 5.0** Airport Concession Disadvantage Business Enterprise (Exhibit V)
- 6.0** Compensation to City (Exhibit VI)
- 7.0** Experience and Qualification Statement (Exhibit VII)
- 8.0** Performance Bond (Exhibit VIII)
- 9.0** Store Concept and Design (Exhibit IX)
- 10.0** Business Plan Form (Exhibit X)
- 11.0** Concessionaire Contact Directory Form (Exhibit XI)
- 12.0** Exclusive Subconcessionaire Agreements (Exhibit XII)
- 13.0** Acknowledgement of Insurance and Bonding Requirements (Exhibit XIII)
- 14.0** Insurance Coverage and Bonding Capacity (Exhibit XIV)

PART X – REQUIRED FORMS TO BE SUBMITTED BY RECOMMENDED VENDOR ONLY

Required forms shall be supplied to the Contractor after the award recommendation:

- 1.0** Insurance Requirements and Insurance Certificate
- 2.0** Drug Policy Compliance Agreement (Exhibit “B”); Contractor's Certification of No Safety Impact Positions in Performance of a City Contract (Exhibit “C”); Drug Policy Compliance Declaration (Exhibit “D”)

- 3.0** City Contractors' Pay or Play Acknowledgement Form (POP-1) [pop1.pdf \(houstontx.gov\)](#), Certification of Compliance with Pay or Play Program (POP-2) [pop2.pdf \(houstontx.gov\)](#), and List of Participating Subcontractors (POP-3) [pop3.pdf \(houstontx.gov\)](#).
- 4.0** Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.
- 5.0** Texas Ethics Commission, Certificate of Interested Parties (Form 1295). Create a certificate at <https://www.ethics.state.tx.us/filinginfo/1295/>.

END OF DOCUMENT